

CITY OF NORTH MIAMI
LIBRARY SECURITY GUARD SERVICES AGREEMENT
(RFP 09-12-13)

THIS LIBRARY SECURITY GUARD SERVICES AGREEMENT ("Agreement") is entered into this 1st day of March, 2013, by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Imperial Security, Inc.**, a for-profit corporation organized and registered to do business in the State of Florida, having its principal office at 1031 Ives Dairy Road, Suite 228, Miami, FL 33179 ("Contractor"). The City and Contractor may collectively be referred to as the "Parties", and each may be individually referred to as "Party".

RECITALS

WHEREAS, on January 15, 2013, the City issued *Request for Proposal #09-12-13, Security Guard Services for the City of North Miami Public Library* ("RFP"), to obtain professional security guard services from a licensed, bonded and insured security firm to protect library attendants, staff, the general premises, library materials and property, in accordance with the terms, conditions and specifications contained in the RFP ("Services"); and

WHEREAS, in response to the RFP, nine (9) security services firms submitted proposals which were reviewed, evaluated and ranked by City administration, in accordance with the qualifying criteria set forth in the RFP; and

WHEREAS, Contractor's proposal dated February 12, 2013, was selected by City administration as having met those qualifications and references most advantageous to the City ("Proposal"); and

WHEREAS, the City Manager has determined that it is in the best interest of the City to enter into this Agreement with Contractor for the provision of Services, in accordance with the requirements of the RFP; and

WHEREAS, on _____, 2013, the Mayor and City Council passed and adopted Resolution No. _____, approving the selection of Contractor and further authorized the City Manager to execute this Agreement, for the proper administration and operation of the public library.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 4 - COMPENSATION

4.1 The Contractor shall be paid an amount not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00) per year, for a total amount not to exceed One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) for the Initial Term Period of three (3) years. This amount shall remain fixed throughout the Initial Term Period. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor shall provide all the required labor, supervision, transportation, materials, equipment, supplies, tools and services necessary for the completion of Services, under the terms, conditions and specifications contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Services related to this Agreement shall be borne solely by Contractor.

5.4 Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

5.5 The individuals proposed to serve as security guards must first satisfy the requirements and conditions of the Florida Sexual Predators Act (also known as, the Jessica Lunsford Act) under Section 775.21, F.S., and the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, including background screening requirements, as provided by Florida law.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

North Miami, Florida 33161
Attention: City Manager

With a copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: Purchasing Director

Additional copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - INDEMNIFICATION

11.1 Execution of the Agreement by Contractor is a representation that Contractor has visited the worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

11.2 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

11.3 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

11.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 15 – COMMUNITY BENEFITS

15.1 As an inducement for the City to enter into this Agreement, Contractor reaffirms its commitment of providing the City with community benefits as may be defined, requested, and approved by the City Manager, in accordance with Section 2.25 of the RFP. The approved community benefits submitted by the Contractor shall be incorporated into and shall become a part of this Agreement. Such community benefits shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Contractor further acknowledges that the City has relied upon these representations and commitments, as a basis of selecting Contractor for the provision of Services.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Imperial Security, Inc., a for-profit corporation:

Corporate Secretary or Witness:

"Contractor":

By: Jebanks

By: Emmanuel Joseph

Print Name: Jennifer Ebanks

Print Name: EMMANUEL JOSEPH

Date: 03/27/13

Date: 3/27/13

ATTEST:

City of North Miami, a Florida municipal Corporation: "City"

By: [Signature]
Michael A. Etienne
City Clerk

By: [Signature]
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Regine M. Monestime
City Attorney